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 GEORGIA-PACIFIC CONSUMER PRODUCTS LP

IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GEORGIA-PACIFIC CONSUMER
 PRODUCTS LP, a Delaware limited
 partnership,

Plaintiff,

v.

LEE'S GENERAL TOYS, INC., a California
 corporation, JOHN LEE, an individual; and
 DOES 1-100,
 Defendants.

Civil Action No. 07-CV-02391 JAH POR

**MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 PLAINTIFF GEORGIA-PACIFIC'S
 MOTION FOR LEAVE TO FILE A FIRST
 AMENDED COMPLAINT**

Date: March 24, 2008
 Time: 2:30 p.m.
 Ctrm: 11
 Judge: Hon. John A. Houston

1 **I. INTRODUCTION**

2 Plaintiff Georgia-Pacific Consumer Products LP (“Georgia-Pacific”) hereby seeks leave
3 to file a First Amended Complaint to add two new Defendants -- RunHui Paper Co., Ltd. and
4 Shantou Kid Toys Co., Ltd. Although this action is in its early stages and very little discovery
5 has taken place, Defendants Lee’s General Toys, Inc. and John Lee (“Defendants”) nevertheless
6 have refused to stipulate to the filing of Georgia-Pacific’s First Amended Complaint, thereby
7 necessitating this motion. Given the early stages of this litigation, and the requirement that leave
8 to amend shall be liberally granted, Georgia-Pacific respectfully submits that it should be
9 permitted to file its First Amended Complaint.

10 **II. BACKGROUND**

11 To protect its valuable **ANGEL SOFT®** trademarks, on December 20, 2007, Georgia-
12 Pacific filed its complaint in this action, along with an application for a temporary restraining
13 order, or order to show cause why a preliminary injunction should not be granted, in which
14 Georgia-Pacific sought an order prohibiting Defendants from distributing, selling, or marketing
15 their “Angelite”-branded bathroom tissue products. Dkt ## 1, 5. While Georgia-Pacific’s initial
16 TRO application was denied, *see* Dkt ## 7, 14, 21, the Court has requested supplemental briefing
17 regarding Georgia-Pacific’s application for a preliminary injunction, with Georgia-Pacific’s
18 opening brief due on February 15, 2008. *Id.* An Early Neutral Evaluation Conference is
19 scheduled to occur on February 27, 2008. Dkt # 22.

20 In recent weeks, the parties made an effort to resolve this dispute informally; thus far,
21 these efforts have been unsuccessful. Declaration of Adam Welland (“Welland Decl.”), ¶ 5, filed
22 herewith. As part of these efforts, however, Defendants identified a Chinese supplier and
23 associated agent, which Defendants identified as the source of the offending “Angelite”
24 bathroom tissue products. *Id.* ¶ 3. Promptly upon learning of these suppliers, Georgia-Pacific
25 prepared the proposed First Amended Complaint, attached hereto as Exhibit A, and requested
26 that Defendants’ counsel to stipulate to its filing. *Id.* ¶¶ 6-7. Defendants’ counsel declined to
27 stipulate to filing of the First Amended Complaint, thereby necessitating this motion. *Id.* ¶ 7.
28

1 **III. ARGUMENT**

2 Pursuant to Rule 15(a) of the Federal Rules of Civil Procedure, a party may amend its
 3 pleading by leave of court or by written consent of the adverse party. Leave to amend “shall be
 4 given freely when justice so requires.” Fed. R. Civ. P. 15(a); *see also Morongo Band of Mission*
 5 *Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir. 1990) (“It is true that leave to amend ‘shall be
 6 freely given when justice so requires,’ Fed. R. Civ. P. 15(a), and this policy is to be applied with
 7 extreme liberality”). “Where there is lack of prejudice to the opposing party and the amended
 8 complaint is obviously not frivolous or made as a dilatory maneuver in bad faith, it is an abuse of
 9 discretion to deny such a motion.” *Hurn v. Retirement Fund Trust of Plumbing, Heating &*
 10 *Piping Indus.*, 648 F.2d 1252, 1254 (9th Cir. 1981); *see also Foman v. Davis*, 371 U.S. 178, 182
 11 (1962) (“In the absence of [a] reason -- such as undue delay, bad faith or dilatory motive on the
 12 part of the movant, . . . undue prejudice to the opposing party by virtue of allowance of the
 13 amendment, futility of amendment, etc. -- the leave sought should, as the rules require, be ‘freely
 14 given.’”).

15 Here, no prejudice to Defendants will result from Georgia-Pacific’s amendment of the
 16 complaint. This case is still in its early stages. While Defendants have voluntarily produced
 17 some documents, no formal discovery has occurred to date. Welland Decl. ¶ 5. Indeed, the
 18 Court has not yet set discovery deadlines, nor entered a scheduling order. There is certainly no
 19 dilatory motive here; Georgia-Pacific simply seeks to add new Defendants, which have been
 20 identified by the existing Defendants as sources for the offending “Angelite” products.

21 Defendants will have ample opportunity to challenge the First Amended Complaint, to
 22 conduct discovery on the issues it raises should they so wish, and to defend the allegations
 23 contained therein on the merits. No prejudice will result from permitting these claims to be
 24 made at this time. Accordingly, leave to amend should be granted.

IV. CONCLUSION

For the foregoing reasons, Georgia-Pacific respectfully requests leave to file its proposed First Amended Complaint.

Respectfully submitted,

Dated: February 15, 2008

LATHAM & WATKINS LLP

By: /s/ Stephen P. Swinton
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EXHIBIT A

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GEORGIA-PACIFIC CONSUMER
 PRODUCTS LP, a Delaware limited
 partnership,

Plaintiff,

v.

LEE'S GENERAL TOYS, INC., a California
 corporation, JOHN LEE, an individual;
 RUNHUI PAPER CO., LTD., a Chinese
 Corporation, SHANTOU KID TOYS CO.,
 LTD., a Chinese Corporation, and DOES 3-
 100,

Defendants.

Civil Action No. 07-CV-02391 JAH POR

**FIRST AMENDED COMPLAINT FOR:
 (1) FEDERAL TRADEMARK
 INFRINGEMENT; (2) COMMON LAW
 TRADEMARK INFRINGEMENT;
 (3) FEDERAL FALSE DESIGNATION OF
 ORIGIN; (4) FEDERAL FALSE
 ADVERTISING; (5) FEDERAL
 DILUTION; (6) CALIFORNIA
 STATUTORY DILUTION;
 (7) CALIFORNIA STATUTORY AND
 COMMON LAW UNFAIR
 COMPETITION; (8) UNLAWFUL
 IMPORTATION OF GOODS BEARING
 INFRINGING MARK; (9) VIOLATION
 OF TARIFF ACT SECTION 1526; AND
 (10) CANCELLATION OF STATE
 TRADEMARK REGISTRATION**

DEMAND FOR JURY TRIAL

1 Plaintiff Georgia-Pacific Consumer Products LP (“Georgia-Pacific”) alleges as follows:

2 1. Georgia-Pacific owns several incontestable federally registered trademarks for the
 3 **ANGEL SOFT®** mark. This is an action for trademark infringement arising under Section 32
 4 of the Lanham Act (15 U.S.C. § 1114), common law trademark infringement, false designation
 5 of origin arising under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), false advertising
 6 arising under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), federal dilution arising
 7 under Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)), statutory dilution arising under
 8 California Business & Professions Code § 14330, statutory unfair competition arising under
 9 California Business & Professions Code §§ 17200 *et seq.* and unfair competition arising under
 10 the common law of the State of California, unlawful importation of trademark infringing goods
 11 arising under Section 42 of the Lanham Act (15 U.S.C. § 1124), unlawful importation of
 12 trademark infringing goods arising under the Section 1526(a) of the Tariff Act (19 U.S.C.
 13 § 1526), and cancellation of California Registration Number 109928 pursuant to California
 14 Business & Professions Code §§ 14281 or 14282.

15 **I. JURISDICTION AND VENUE**

16 2. This action is within the subject matter jurisdiction of this Court by virtue of the
 17 Lanham Act, 15 U.S.C. § 1121(a), and 28 U.S.C. §§ 1331, 1338(a) and (b). This Court also has
 18 supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367(a).

19 3. Defendants are subject to the jurisdiction of this Court pursuant to the laws of this
 20 State and the Federal Rules of Civil Procedure. Upon information and belief, Defendants
 21 participate in the promotion, advertising, and sale of unauthorized goods in this State and in this
 22 district.

23 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a
 24 substantial portion of the events giving rise to this action occurred in this district. Georgia-
 25 Pacific is informed and believes and on that basis alleges that Defendants distribute, sell, or
 26 otherwise have introduced into the stream of commerce within this judicial district, products
 27 bearing the infringing trademark.

II. THE PARTIES

5. Plaintiff Georgia-Pacific is a Delaware limited partnership having its principal place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

6. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Lee's General Toys is a California corporation with a principal place of business at 3389 East 50th Street, Vernon, California 90058.

7. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant John Lee ("Lee") is an individual who has distributed, sold, or otherwise introduced into the stream of commerce within this judicial district products bearing the infringing trademark. Upon information and belief, Lee is the owner of Lee's General Toys.

8. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Doe Number One, RunHui Paper Co., Ltd., is a Chinese corporation with its principal place of business at 40 Hubin North Road, Zhong Shan, China. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Run Hui Paper Co., Ltd. has manufactured, distributed, sold, or otherwise introduced into the stream of commerce within this judicial district products bearing the infringing trademark.

9. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Doe Number Two, Shantou Kid Toys Co., Ltd., is a Chinese corporation with its principal place of business at Room 203, 5nd Building, Jinguan Yuan, Wenguan Road, Chenghai District, Shantou City, Guang-Dong, China. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Shantou Kid Toys Co., Ltd. has manufactured, distributed, sold, or otherwise introduced into the stream of commerce within this judicial district products bearing the infringing trademark.

10. Georgia-Pacific is unaware of the true names and capacities of Defendants named herein as Does 3 through 100, inclusive, but is informed and believes, and thereon alleges, that each of the fictitiously named Defendants engaged in, or is in some manner responsible for, the wrongful conduct alleged herein. Georgia-Pacific therefore sues these Defendants by such fictitious names and will amend this complaint to state their true names and capacities when such

names have been discovered. (Collectively, Lee's General Toys, John Lee, RunHui Paper Co., Ltd., Shantou Kid Toys Co., Ltd., and Does 3 through 100 will be referred to herein as "Defendants.")

III. GENERAL ALLEGATIONS

A. Georgia-Pacific's Federally Registered ANGEL SOFT® Trademarks

11. Georgia-Pacific is one of the world's leading manufacturers and marketers of tissue, towels, napkins, cups, plates, cutlery and related tabletop items, including bathroom tissue sold under the **ANGEL SOFT®** brand.

12. Georgia-Pacific and its predecessors in interest first began using the **ANGEL SOFT®** brand in connection with selling bathroom tissue in 1944.

13. Georgia-Pacific and its predecessors in interest have used the **ANGEL SOFT®** marks for bathroom tissue continuously since that time.

14. Georgia-Pacific is the owner of several federally registered trademarks to protect its **ANGEL SOFT®** brand and family of trademarks used in connection with bathroom tissue.

15. Georgia-Pacific and its predecessors in interest have applied for and obtained federal trademark registrations for Angel Soft including U.S. Registration Numbers 781,414; 1,172,215; 2,512,417; 2,972,819; and 2,989,711. Georgia-Pacific also owns two additional Angel Soft marks, U.S. Registration Numbers 2,546,897 and 2,841,759. True and correct copies of the federal registration certificates for these trademarks are attached hereto as Exhibits A – G. For purposes of this Complaint, Georgia-Pacific is alleging violation only of Registration Numbers 781,414; 1,172,215; and 2,512,417. In accordance with 15 U.S.C. § 1065, based upon widespread and continuous use, Registration Numbers 781,414 and 1,172,215 have achieved incontestable status.

16. Georgia-Pacific is the current owner of the **ANGEL SOFT®** trademark by virtue of valid assignments.

17. A representative sample of Georgia-Pacific's **ANGEL SOFT®** bathroom tissue is shown below:



18. Georgia-Pacific also owns the **ANGEL SOFT PS®** mark for bathroom tissue that it distributes through commercial channels.

19. Georgia-Pacific first began using the **ANGEL SOFT PS®** mark in commerce in conjunction with bathroom tissue at least as early as January 31, 2003. Georgia-Pacific has used the **ANGEL SOFT PS®** mark continuously since that time.

20. The following picture depicts the current product configuration and packaging of a typical **ANGEL SOFT PS®** commercial product:



21. Georgia-Pacific applied for and obtained federal trademark registrations for “**ANGEL SOFT PS®**” including U.S. Registration Number 2,912,982, which Georgia-Pacific also asserts here. A true and correct copy of the federal registration certificate for this trademark is attached hereto as Exhibit H. Both the “**ANGEL SOFT®**” and “**ANGEL SOFT PS®**” trademarks are collectively referred to hereinafter as the “**ANGEL SOFT Trademarks.**”

B. Georgia-Pacific's Sale and Marketing of Products Bearing the ANGEL SOFT Trademarks

22. Georgia-Pacific markets and sells its **ANGEL SOFT®** product line throughout the United States, including in Southern California and the County of San Diego.

23. Georgia-Pacific has invested heavily in advertising and promoting its **ANGEL SOFT®** brand and products for more than six decades. This advertising has consistently used the **ANGEL SOFT** Trademarks. In the U.S. in 2006 alone, Georgia-Pacific spent over \$22 million advertising and promoting bathroom tissue sold under the **ANGEL SOFT** Trademarks.

24. In the U.S., this advertising has included television commercials, print publications, radio commercials, billboards, live promotions, sponsorship of large events, trade shows, brochures, and internet promotions.

25. This advertising and promotion has been continuous, and has also included numerous large-scale campaigns that have stood out for consumers. Some examples include the "Angels in Action" and "Bathroom Moments" campaigns, which received significant media attention and coverage.

26. Georgia-Pacific also created a website (www.angelsoft.com) to promote its **ANGEL SOFT** Trademarks and products. This website launched in 2003 and currently receives an average of 4,145 visitors per month. Georgia-Pacific also distributes point-of-sale items that promote the **ANGEL SOFT** Trademarks and products.

27. Georgia-Pacific has directed a portion of its advertising for the **ANGEL SOFT** Trademarks toward the Spanish-speaking market. Since 2005, Georgia-Pacific paid for both television and radio advertisements in these markets, including but not limited to Los Angeles, Phoenix and Houston, along with other national advertisements in 2007.

28. The U.S. is the largest market for bathroom tissue sold under the **ANGEL SOFT** Trademarks. Georgia-Pacific sells bathroom tissue under the **ANGEL SOFT** Trademarks in both the retail and commercial channels. For example, **ANGEL SOFT®** bathroom tissue is sold through the retail channel in large retail chain stores such as Wal*Mart, Target, Winn Dixie, and Walgreen's, discount retail stores such as Big Lots, Family Dollar, Dollar General, Fred's, \$0.99

1 Stores, Canned Foods, and McFrugles, and in tens of thousands independent retail stores located
2 across the country. Georgia-Pacific sells its **ANGEL SOFT PS®** bathroom tissue in the
3 commercial channel to distributors such as US Foodservice, SYSCO, Xpedx, and Lagasse Sweet
4 which then distribute **ANGEL SOFT PS®** to well-known commercial end users such as
5 Hampton Inn, Sheraton Hotels, The Walt Disney Company, Hyatt Hotels and Little Caesar
6 Enterprises, Inc.

7 29. Georgia-Pacific's **ANGEL SOFT®** brand bathroom tissue has been
8 tremendously successful. Since 1944, Georgia-Pacific has sold billions of dollars worth of
9 bathroom tissue under the **ANGEL SOFT** Trademarks in the U.S., Canada and Mexico. In
10 particular, from 2004 through 2006, U.S. sales of bathroom tissue sold under the **ANGEL SOFT**
11 Trademarks totaled over \$2 billion. Much of this success is attributable to the quality and
12 distinctive trademarks of the **ANGEL SOFT®** product line.

13 30. The products sold under the **ANGEL SOFT** Trademarks must meet Georgia-
14 Pacific's rigorous standards of quality. As a result, Georgia-Pacific endures significant expense
15 to ensure that its products sold under the **ANGEL SOFT** Trademarks adhere to high quality
16 standards. Some examples of the quality control efforts put in place by Georgia-Pacific include,
17 but are not limited to: measuring and controlling the quality of the base sheet of the bathroom
18 tissue during production; measuring and recording the finished bathroom tissue rolls at least once
19 per day per manufacturing line; conducting periodic workmanship audits of the bathroom tissue
20 itself as well as the packaging, box and pallet; and conducting softness panels to judge sensory
21 softness.

22 31. By virtue of the substantial use, sale and promotion of the **ANGEL SOFT®**
23 product line, the **ANGEL SOFT** Trademarks have acquired great value as identifiers of the
24 source of the bathroom tissue and to distinguish Georgia-Pacific's products from those of others.

25 32. By virtue of the substantial use, sale and promotion of the **ANGEL SOFT®**
26 product line, the **ANGEL SOFT** Trademarks have become famous. The **ANGEL SOFT®**
27 product line and the **ANGEL SOFT** Trademarks have been famous since long before
28 Defendants began their infringing activities complained of herein.

33. The **ANGEL SOFT** Trademarks are extremely valuable to Georgia-Pacific as an identifier of its products, Georgia-Pacific's quality goods, and of the substantial customer goodwill that Georgia-Pacific has earned over many years in the market.

C. Defendants' Infringement of the ANGEL SOFT Trademarks

34. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants are engaged in the business of importing, promoting, distributing, and selling bathroom tissue, among other articles.

35. Georgia-Pacific is informed and believes, and on that basis alleges, that without permission or authority from Georgia-Pacific, Defendants have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks in interstate commerce by importing, making, using, promoting, advertising, selling and/or offering to sell bathroom tissue under the name "Angelite," "Angel Lite," and "Angelito" (collectively referred to herein as "Angelite"). The marks and images used on the "Angelite" products are confusingly similar in appearance to Georgia-Pacific's **ANGEL SOFT** Trademarks. Defendants' "Angelite" bathroom tissue products include at least the following products: Angelite, Angelite 500, and Angelite 525.

36. Representative photographs of Defendants' infringing "Angelite 500" and "Angelite 525" products are shown below:



37. As shown in the photographs above, Defendants' bathroom tissue is sold in a packaging that includes marks and images that are confusingly similar in appearance to that of Georgia-Pacific's **ANGEL SOFT** Trademarks and **ANGEL SOFT®** and **ANGEL SOFT PS®** product lines.

38. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants' unauthorized use of Georgia-Pacific's **ANGEL SOFT** Trademarks is intended to trade upon the goodwill and substantial recognition associated with Georgia-Pacific's **ANGEL SOFT®** and **ANGEL SOFT PS®** lines of bathroom tissue.

39. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants are using Georgia-Pacific's **ANGEL SOFT** Trademarks in an attempt to associate themselves with Georgia-Pacific or otherwise trade upon Georgia-Pacific's reputation.

40. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants' use of Georgia-Pacific's **ANGEL SOFT** Trademarks is designed to cause confusion, mistake or deception.

41. Georgia-Pacific is informed and believes, and on that basis alleges, that it is Defendants' purpose to cause consumers and potential customers to believe that Defendants' "Angelite" products are associated with Georgia-Pacific or its products when, in fact, they are not.

D. Other Allegations

42. By virtue of the acts complained of herein, Defendants have created a likelihood of injury to Georgia-Pacific's business reputation, caused a strong likelihood of consumer confusion as to the source of origin or relationship of Georgia-Pacific's and Defendants' goods, and have otherwise competed unfairly with Georgia-Pacific.

43. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants' acts complained of herein are willful and deliberate.

44. Defendants' acts complained of herein have caused damage to Georgia-Pacific in an amount to be determined at trial, and such damages will continue to increase unless Defendants are enjoined from their wrongful actions.

45. Defendants' acts complained of herein have caused Georgia-Pacific to suffer irreparable injury to its business. Georgia-Pacific will suffer substantial loss of goodwill and reputation unless and until Defendants are preliminarily and permanently enjoined from the wrongful actions complained of herein.

E. Lee's General Toys' Improper State Trademark Registration and Federal Trademark Applications

46. Upon information and belief, Defendant Lee's General Toys applied for, and on August 25, 2003, obtained California state registration number 109437 for the trademark "Angel Lite 500" in a stylized design format. A copy of what is believed to be the registered mark is attached hereto as Exhibit I.

47. Georgia-Pacific is informed and believes and on that basis alleges that Defendant Lee's General Toys applied for a federal trademark registration for the trademark "Angel Lite 500" in a stylized design format. A copy of what is believed to be the federal trademark application, serial number 76/539,283, is attached hereto as Exhibit J. This application was abandoned.

48. Georgia-Pacific is informed and believes and on that basis alleges that Defendant Lee's General Toys applied for a federal trademark registration for the trademark "Angelito" in a stylized design format. A copy of what is believed to be the federal trademark application, serial number 77/109,596, published on November 21, 2007, is attached hereto as Exhibit K. Georgia-Pacific intends to oppose this application.

49. Georgia-Pacific is informed and believes and on that basis alleges that products bearing the "Angelite 500" state registration mark, and the "Angel Lite 500" or "Angelito" marks, have been and are being sold in various locations within this judicial district, including within the County of San Diego.

50. Georgia-Pacific has a prior and superior right in the **ANGEL SOFT** Trademarks dating as far back as 1944. Georgia-Pacific's use of "Angel Soft" has been continuous since that time.

51. Upon information and belief, Lee's General Toys' use of the trademarks "Angel Lite 500," "Angel Lite," and "Angelito" post-dates this time period.

52. Further, Georgia-Pacific's **ANGEL SOFT** Trademarks, upon information and belief, were registered and thus publicly available, prior to Lee's General Toys' use and

1 registration of California state registration number 109437 and prior to its application for federal
2 trademark registration for the confusingly-similar “Angel Lite” and “Angelito” marks.

3 53. Lee’s General Toys thus had at least constructive notice of Georgia-Pacific’s use
4 of a confusingly similar mark at the time Lee’s General Toys purported to have rights to its state
5 registered service mark.

6 **IV. FIRST CLAIM FOR RELIEF**

7 **Against all Defendants for Trademark Infringement Under 15 U.S.C. § 1114**

8 54. Georgia-Pacific hereby repeats, realleges, and incorporates by reference
9 paragraphs 1 – 53 of this Complaint as though fully set forth herein.

10 55. This is an action for trademark infringement arising from Section 32 of the
11 Lanham Act, 15 U.S.C. § 1114.

12 56. Georgia-Pacific owns the registered **ANGEL SOFT** Trademarks.

13 57. The **ANGEL SOFT** Trademarks are arbitrary, fanciful, and/or suggestive, and at
14 a minimum, have acquired a secondary meaning by purchasers and the public.

15 58. Georgia-Pacific receives a tremendous amount of public recognition and critical
16 acclaim for the products sold under the **ANGEL SOFT** Trademarks. Through Georgia-Pacific’s
17 widespread and continuous use of the **ANGEL SOFT** Trademarks, these marks have acquired
18 extensive goodwill, have developed a high degree of distinctiveness, and are famous, well known
19 and recognized as identifying goods that originate from Georgia-Pacific.

20 59. Defendants have used in commerce, without permission of Georgia-Pacific,
21 marks and equivalent images that are confusingly similar to Georgia-Pacific’s **ANGEL SOFT**
22 Trademarks. Defendants have infringed Georgia-Pacific’s **ANGEL SOFT** Trademarks by using
23 confusingly similar phrases and images in connection with the manufacturing, distribution,
24 selling and/or promoting Defendants’ goods with the intent to unfairly compete against Georgia-
25 Pacific, to trade upon Georgia-Pacific’s reputation and goodwill by causing confusion and
26 mistake among customers and the public and to deceive the public into believing that
27 Defendants’ goods are associated with, sponsored by or approved by Georgia-Pacific, when they
28 are not.

60. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants knew or should have known of Georgia-Pacific's ownership and prior use of the **ANGEL SOFT** Trademarks. Without the consent of Georgia-Pacific, Defendants have willfully violated 15 U.S.C. § 1114.

61. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

62. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

V. SECOND CLAIM FOR RELIEF

Against all Defendants for Common Law Trademark Infringement

63. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 62 of this Complaint as though fully set forth herein.

64. This is an action for trademark infringement arising under the common law of the State of California.

65. By virtue of the acts complained of herein, Defendants have intentionally infringed Georgia-Pacific's **ANGEL SOFT** Trademarks and caused a likelihood of confusion among the consuming public, thereby committing common law trademark infringement.

66. Defendants' aforementioned acts have been fraudulent, oppressive and malicious, and have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

67. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

VI. THIRD CLAIM FOR RELIEF

Against all Defendants for False Designation of Origin Under 15 U.S.C. § 1125(a)

68. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 67 of this Complaint as though fully set forth herein.

69. This is an action for false designation of origin arising from Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

70. Georgia-Pacific has marketed, advertised, and promoted the **ANGEL SOFT®** and **ANGEL SOFT PS®** product lines using the **ANGEL SOFT** Trademarks. As a result of this marketing, advertising, and promotion, the **ANGEL SOFT** Trademarks have come to mean and are understood to signify Georgia-Pacific products, and are one of the ways by which those goods and services are distinguished from the goods and services of others in the same and in related fields.

71. The **ANGEL SOFT** Trademarks are distinctive and have acquired secondary meaning by purchasers and the public associating the **ANGEL SOFT** Trademarks with Georgia-Pacific products.

72. Defendants have used in commerce, without permission of Georgia-Pacific, marks and equivalent images that are confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks. Defendants have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks and created a false designation of origin by using confusingly similar phrases and equivalent images in connection with the manufacturing, distribution, selling and/or promoting Defendants' goods with the intent to unfairly compete against Georgia-Pacific, to trade upon Georgia-Pacific's reputation and goodwill by causing confusion and mistake among customers and the public and to deceive the public into believing that Defendants' goods are associated with, sponsored by or approved by Georgia-Pacific, when they are not.

73. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants had actual knowledge of Georgia-Pacific's ownership and prior use of Georgia-Pacific's **ANGEL SOFT** Trademarks, and without the consent of Georgia-Pacific, have willfully violated 15 U.S.C. § 1125(a).

74. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

75. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

VII. FOURTH CLAIM FOR RELIEF

Against all Defendants for False Advertising Under 15 U.S.C. § 1125(a)

76. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 75 of this Complaint as though fully set forth herein.

77. This is an action for false advertising arising from Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

78. By virtue of the acts complained of herein, Defendants' conduct is likely to confuse, mislead, or deceive purchasers or potential purchasers, and constitutes false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

79. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

80. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

VIII. FIFTH CLAIM FOR RELIEF

Against all Defendants for Trademark Dilution Under 15 U.S.C. § 1125(c)

81. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 80 of this Complaint as though fully set forth herein.

82. This is an action for federal dilution in violation of Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

83. Georgia-Pacific's **ANGEL SOFT** Trademarks are famous and well-known within the meaning of 15 U.S.C. § 1125(c), and became famous prior to the acts of Defendants complained of herein.

84. After the **ANGEL SOFT** Trademarks became famous and well-known, Defendants misappropriated the **ANGEL SOFT** Trademarks for their own use and commercial advantage, in blatant disregard for Georgia-Pacific's rights.

85. Defendants' unauthorized commercial use of phrases and equivalent images to the **ANGEL SOFT** Trademarks, on or in connection with the advertisement, offering for sale, and/or sale of their facilities and services, in interstate commerce, has caused and is likely to continue to cause dilution of the distinctive quality of the famous **ANGEL SOFT** Trademarks.

86. Defendants' aforementioned acts are likely to tarnish, injure, or trade upon Georgia-Pacific's business, reputation and goodwill, and to deprive Georgia-Pacific of the ability to control its **ANGEL SOFT** Trademarks.

87. Georgia-Pacific is informed and believes, and on that basis alleges, that by Defendants' aforementioned acts, Defendants have willfully intended to trade upon Georgia-Pacific's business, reputation, and goodwill.

88. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

89. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

IX. SIXTH CLAIM FOR RELIEF

Against all Defendants for Trademark Dilution Under California Business & Professions

Code § 14330 and California Common Law

90. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 89 of this Complaint as though fully set forth herein.

91. This is an action for dilution in violation of California Business & Professions Code §§ 14330 and 14335.

92. Georgia-Pacific's **ANGEL SOFT** Trademarks are famous, and became famous prior to the acts of Defendants complained of herein.

93. Defendants' unauthorized use of similar phrases and equivalent images to the **ANGEL SOFT** Trademarks, on or in connection with the advertisement, offering for sale, and/or sale of their goods has caused and is likely to continue to cause dilution of the distinctive quality of the famous **ANGEL SOFT** Trademarks.

94. Defendants' aforementioned acts are likely to tarnish, injure, or trade upon Georgia-Pacific's business, reputation and goodwill, and to deprive Georgia-Pacific of the ability to control its **ANGEL SOFT** Trademarks.

95. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

96. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

X. SEVENTH CLAIM FOR RELIEF

Against all Defendants for Unfair Competition Under California Business & Professions

Code § 17200 and California Common Law

97. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 96 of this Complaint as though fully set forth herein.

98. This is an action for unfair competition arising under California Business & Professions Code §§ 17200, *et seq.* and the common law of the State of California.

99. By virtue of the acts complained of herein, Defendants have intentionally caused a likelihood of confusion among the public and have unfairly competed in violation of California Business & Professions Code §§ 17200, *et seq.* and the common law of California.

100. Defendants' aforementioned acts constitute unlawful, unfair, malicious or fraudulent business practices, which have injured and damaged Georgia-Pacific.

101. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

XI. EIGHTH CLAIM FOR RELIEF

Against all Defendants for Unlawful Importation of Goods Bearing Infringing Marks in Violation of 15 U.S.C. § 1124

102. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 101 of this Complaint as though fully set forth herein.

103. This is an action for unlawful importation of goods bearing infringing marks in violation of Section 42 of the Lanham Act (15 U.S.C. § 1124).

104. Upon information and belief, Defendants import the "Angelite" products from outside of the United States. As described herein, these "Angelite" products bear marks and images that are confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks.

105. By virtue of the acts complained of herein, Defendants have unlawfully imported goods bearing infringing marks in violation of Section 42 of the Lanham Act (15 U.S.C. § 1124).

106. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

107. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

XII. NINTH CLAIM FOR RELIEF

Against all Defendants for Unlawful Importation of Goods Bearing Infringing Marks in Violation of 19 U.S.C. § 1526(a)

108. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 107 of this Complaint as though fully set forth herein.

109. This is an action for unlawful importation of goods bearing infringing marks in violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a)).

110. Upon information and belief, Defendants import the “Angelite” products from outside of the United States. As described herein, these “Angelite” products bear marks and images that are confusingly similar to Georgia-Pacific’s **ANGEL SOFT** Trademarks.

111. By virtue of the acts complained of herein, Defendants have unlawfully imported goods bearing infringing marks in violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a)).

112. Defendants’ aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

113. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific’s rights, for which Georgia-Pacific has no adequate remedy at law.

XIII. TENTH CLAIM FOR RELIEF

Against Lee’s General Toys for Cancellation of State Trademark Registration

114. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 113 of this Complaint as though fully set forth herein.

115. This is an action for cancellation of Lee’s General Toys’ California trademark registration number 109437 arising under California Business & Professions Code §§ 14281 or 14282.

116. By virtue of Georgia-Pacific’s prior use and federal registration of its **ANGEL SOFT** Trademarks, cancellation of Lee’s General Toys’ state registration is proper.

PRAYER FOR RELIEF

WHEREFORE, Georgia-Pacific prays for judgment against Defendants as follows:

1. That the Court enter judgment in favor of Georgia-Pacific and against Defendants on all claims for relief alleged herein;

2. That the Court enter judgment that Defendants have violated the provisions of 15 U.S.C. § 1114 by infringing Georgia-Pacific's trademark rights in its federally registered **ANGEL SOFT** Trademarks;

3. That Defendants be adjudged to have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of the common law of California;

4. That the Court enter judgment that Defendants have violated the provisions of 15 U.S.C. § 1125(a) by infringing Georgia-Pacific's rights in its **ANGEL SOFT** Trademarks;

5. That Defendants be adjudged to have willfully violated the provisions of 15 U.S.C. § 1114 by infringing Georgia-Pacific's **ANGEL SOFT** Trademarks;

6. That Defendants be adjudged to have willfully infringed Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of the common law of California;

7. That Defendants be adjudged to have willfully violated the provisions of 15 U.S.C. § 1125(a) by using a false designation of origin, false description, false representation, or false advertising in connection with their products;

8. That Defendants be adjudged to have diluted the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of 15 U.S.C. § 1125(c);

9. That Defendants be adjudged to have diluted the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of California Business & Professions Code §§ 14330 and 14335;

10. That Defendants be adjudged to have unfairly competed with Georgia-Pacific under California Business & Professions Code §§ 17200, *et seq.*

11. That Defendants be adjudged to have unfairly competed with Georgia-Pacific under the common law of the State of California;

12. That Defendants be adjudged to have unlawfully imported goods bearing infringing marks in violation of Section 42 of the Lanham Act (15 U.S.C. § 1124);

13. That Defendants be adjudged to have unlawfully imported goods bearing infringing marks in violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a));

14. That Defendant Lee's General Toys' California registration number 109437 be cancelled;

15. That Defendants, each of their agents, servants, employees, attorneys, successors and assigns, and all other persons in active concert or participation with any of them who receive actual notice of the injunction by personal service or otherwise, be forthwith preliminarily and permanently enjoined from:

- a. using Georgia-Pacific's **ANGEL SOFT** Trademarks in connection with Defendants' goods, using **ANGEL SOFT** Trademarks in advertising or promoting Defendants' goods, or using confusingly similar variations of **ANGEL SOFT** Trademarks in any manner which is likely to create the impression that Defendants' goods originate from Georgia-Pacific, are endorsed by Georgia-Pacific, or are connected in any way with Georgia-Pacific;
- b. otherwise infringing Georgia-Pacific's **ANGEL SOFT** Trademarks;
- c. diluting the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks;
- d. falsely designating the origin of Defendants' goods;
- e. falsely advertising Defendants' goods;
- f. unfairly competing with Georgia-Pacific in any manner whatsoever; and
- g. importing, purchasing, distributing, selling, or offering for sale goods bearing marks confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks; and
- h. causing a likelihood of confusion or injury to Georgia-Pacific's business reputation;

1 16. That Defendants be directed to file with this Court and serve on Georgia-Pacific
2 within thirty (30) days after the service of the injunction, a report, in writing, under oath, setting
3 forth in detail the manner and form in which Defendants have complied with the injunction
4 pursuant to 15 U.S.C. § 1116;

5 17. That Defendants be required to account to Georgia-Pacific for any and all profits
6 derived by them and all damages sustained by Georgia-Pacific by virtue of Defendants' acts
7 complained of herein;

8 18. That Defendants be ordered to pay over to Georgia-Pacific all damages which
9 Georgia-Pacific has sustained as a consequence of the acts complained of herein, subject to proof
10 at trial;

11 19. That Georgia-Pacific be awarded treble damages pursuant to 15 U.S.C. § 1117;

12 20. That an award of reasonable costs, expenses and attorneys' fees be awarded to
13 Georgia-Pacific pursuant to 15 U.S.C. § 1117;

14 21. That Georgia-Pacific be awarded exemplary damages from Defendants pursuant
15 to California Civil Code § 3294;

16 22. That Defendants be required to deliver and destroy all devices, literature,
17 advertising, goods and other materials bearing the infringing marks or images pursuant to
18 15 U.S.C. § 1118;

19 23. That Georgia-Pacific be awarded such other and further relief as this Court may
20 deem just.

21 Respectfully submitted,

22 Dated: February 15, 2008

 LATHAM & WATKINS LLP

23
24 By: /s/ Stephen P. Swinton

 Stephen P. Swinton

 Attorneys for Plaintiff

 Georgia-Pacific Consumer Products LP

 E-mail: steve.swinton@lw.com

JURY TRIAL DEMANDED

Georgia-Pacific demands a trial by jury on all issues raised by this Complaint which are triable by jury.

Dated: February 15, 2008

LATHAM & WATKINS LLP

By: /s/ Stephen P. Swinton
Stephen P. Swinton
Attorneys for Plaintiff
Georgia-Pacific Consumer Products LP
E-mail: steve.swinton@lw.com

EXHIBIT A

United States Patent Office

781,414
Registered Dec. 8, 1964

PRINCIPAL REGISTER Trademark

Ser. No. 150,668, filed Aug. 7, 1962

ANGEL SOFT

Hudson Pulp & Paper Corp. (Maine corporation)
477 Madison Ave.
New York 22, N.Y., assignee of
Angel Soft Tissue Mills, Inc. (New York corporation)
New York, N.Y.

For: DISPOSABLE PAPER TISSUES, TOILET TISSUES, AND PAPER NAPKINS, in CLASS 37.
First use 1944; in commerce 1944.
No claim is made to "Soft" apart from the mark as shown.

EXHIBIT B

Int. Cl.: 16

Prior U.S. Cl.: 37

United States Patent and Trademark Office

Reg. No. 1,172,215

Registered Oct. 6, 1981

TRADEMARK
Principal Register

ANGEL SOFT

Hudson Pulp & Paper Corp. (Maine corporation)
320 Post Rd.
Darien, Conn. 06820

For: DISPOSABLE PAPER TISSUES, BATH-
ROOM TISSUES, PAPER NAPKINS AND PA-
PER TOWELS, in CLASS 16 (U.S. Cl. 37).

First use 1944; in commerce 1944.

Owner of U.S. Reg. Nos. 770,925 and 781,414.

The word "Soft" is disclaimed apart from the
mark as shown without prejudice to applicant's
common law rights.

Ser. No. 227,133, filed Aug. 13, 1979.

HENRY S. ZAK, Primary Examiner

EXHIBIT C

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,512,417

United States Patent and Trademark Office

Registered Nov. 27, 2001

**TRADEMARK
PRINCIPAL REGISTER**

**Angel
Soft**

**GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)**

**133 PEACHTREE STREET NE
ATLANTA, GA 30303**

**FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).**

FIRST USE 5-1-2000; IN COMMERCE 5-1-2000.

**OWNER OF U.S. REG. NOS. 781,414, 1,172,215,
AND 1,917,281.**

**NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SOFT", APART FROM THE MARK
AS SHOWN.**

SER. NO. 76-169,106, FILED 11-21-2000.

BERYL GARDNER, EXAMINING ATTORNEY

EXHIBIT D

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

Reg. No. 2,972,819

United States Patent and Trademark Office

Registered July 19, 2005

**TRADEMARK
PRINCIPAL REGISTER**

ANGEL SOFT

GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)

133 PEACHTREE STREET, NE
ATLANTA, GA 30303

FOR: FACIAL TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,
22, 23, 29, 37, 38 AND 50).

FIRST USE 2-28-2003; IN COMMERCE 2-28-2003.

OWNER OF U.S. REG. NOS. 781,414, 2,512,417,
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SOFT", APART FROM THE MARK
AS SHOWN.

SN 78-167,367, FILED 9-24-2002.

ROBIN CHOSID, EXAMINING ATTORNEY

EXHIBIT E

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,989,711

United States Patent and Trademark Office

Registered Aug. 30, 2005

**TRADEMARK
PRINCIPAL REGISTER**

ANGEL SOFT

GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.
ATLANTA, GA 30303

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,
22, 23, 29, 37, 38 AND 50).

FIRST USE 0-0-1944; IN COMMERCE 0-0-1944.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 781,414, 1,172,215,
AND 2,512,417.

SEC. 2(F).

SER. NO. 78-446,906, FILED 7-7-2004.

JOHN GARTNER, EXAMINING ATTORNEY

EXHIBIT F

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,546,897

Registered Mar. 12, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

ANGELS IN ACTION

GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)
133 PEACHTREE STREET, N.E.
ATLANTA, GA 30303

COURAGEOUS COMMUNITY ACTS, IN CLASS 41
(U.S. CLS. 100, 101 AND 107).

FIRST USE 6-27-2000; IN COMMERCE 6-27-2000.

FOR: EDUCATIONAL SERVICES, NAMELY,
PROVIDING INCENTIVES VIA A NATIONWIDE
AWARD PROGRAM TO CHILDREN FOR CHARITABLE,
EDUCATIONAL OR COMMUNITY
ACHIEVEMENT, NAMELY, FOR HEROIC OR

SER. NO. 76-215,924, FILED 2-26-2001.

DAYNA BROWNE, EXAMINING ATTORNEY

EXHIBIT G

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

United States Patent and Trademark Office

Reg. No. 2,841,759

Registered May 11, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

ANGELS IN THE CLASSROOM

GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)
133 PEACHTREE STREET NE
GA030-41N
ATLANTA, GA 30303

FOR: EDUCATIONAL SERVICES, NAMELY,
PROVIDING INCENTIVES VIA A NATIONWIDE
AWARD PROGRAM TO SCHOOL CHILDREN FOR
CHARITABLE, EDUCATIONAL OR COMMUNITY
ACHIEVEMENT, NAMELY, FOR COURAGEOUS

COMMUNITY ACTS, IN CLASS 41 (U.S. CLS. 100,
101 AND 107).

FIRST USE 1-31-2003; IN COMMERCE 1-31-2003.

OWNER OF U.S. REG. NO. 2,546,897.

SN 78-181,611, FILED 11-5-2002.

MARIA-VICTORIA SUAREZ, EXAMINING ATTOR-
NEY

EXHIBIT H

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,912,982

United States Patent and Trademark Office

Registered Dec. 21, 2004

**TRADEMARK
PRINCIPAL REGISTER**

ANGEL SOFT PS

GEORGIA-PACIFIC CORPORATION (GEORGIA
CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.

ATLANTA, GA 30303

OWNER OF U.S. REG. NOS. 781,414, 1,172,215,
AND 2,512,417.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "PS", APART FROM THE MARK
AS SHOWN.

FOR: BATH TISSUE AND FACIAL TISSUE, IN
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SER. NO. 78-292,116, FILED 8-26-2003.

FIRST USE 1-31-2003; IN COMMERCE 1-31-2003.

JASON TURNER, EXAMINING ATTORNEY

EXHIBIT I



State of California Secretary of State

REGISTRATION OF TRADEMARK OR SERVICE MARK

Pursuant to Business and Professions Code Section 14230

NOTICE: READ ACCOMPANYING INSTRUCTIONS BEFORE COMPLETING THIS FORM

REGISTRATION APPLICATION FOR:		
<input checked="" type="checkbox"/> TRADEMARK <input type="checkbox"/> SERVICE MARK		
1. APPLICANT NAME Lee's General Toys, Inc.		
2. STREET ADDRESS (PROVIDE CALIFORNIA BUSINESS ADDRESS IF SERVICE MARK) 3389 E. 50th Street	3. CITY AND STATE Vernon, California	4. ZIP CODE 90058
5. BUSINESS STRUCTURE (CHECK ONE)		
<input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR		
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> HUSBAND AND WIFE, AS COMMUNITY PROPERTY		
<input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> OTHER (DESCRIBE) _____		
<input checked="" type="checkbox"/> CORPORATION (STATE OF INCORPORATION) <u>California</u>		
6. NAMES OF THE GENERAL PARTNERS, IF APPLICANT IS A PARTNERSHIP		7. NAMES OF MEMBER(S) OR MANAGER(S), IF APPLICANT IS A LIMITED LIABILITY COMPANY
8. NAME AND/OR DESIGN OF MARK. (FOR DESIGN PROVIDE A BRIEF WRITTEN DESCRIPTION THAT CAN BE PICTURED IN THE MIND WITHOUT REFERENCE TO THE SPECIMENS. DO NOT DRAW THE DESIGN ON APPLICATION)		
<u>Angel Lite 500 and design, wherein the mark</u> <u>comprises the words "Angel Lite" and a star design</u> <u>disposed in the middle of an oval and the digits</u> <u>"500" disposed beneath the words "Angel Lite"</u> <u>inside the oval.</u>		
DISCLAIMER (IF APPLICABLE) NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERM:		
9. DATE THE MARK WAS FIRST USED IN CALIFORNIA 01/31/2002	DATE THE MARK WAS FIRST USED ANYWHERE 01/31/2002	
10. IF A TRADEMARK, LIST SPECIFIC GOODS. IF A SERVICE MARK, LIST SPECIFIC SERVICE.		THIS SPACE FOR FILING OFFICER USE
Toilet Paper, bathroom tissue, tissue paper.		
CLASS NUMBER <u>16</u> (ONE CLASSIFICATION NUMBER ONLY)		TRADE/ SERVICE MARK REG. NO. <u>1 9437</u> CLASS NO. <u>Toilet Paper</u>
11. RETURN ACKNOWLEDGMENT TO: (TYPE OR PRINT)		FILED In the office of the Secretary of State of the State of California AUG 25 2003 KEVIN SHELLEY, SECRETARY OF STATE
NAME <u>David W. Lee; Law Offices of David W. Lee</u>		
ADDRESS <u>108 N. Ynez Ave., Suite 128</u>		
CITY <u>Monterey Park,</u>		
STATE <u>CALIFORNIA</u>		
ZIP CODE <u>91754</u>		
SEC/STATE LP/TM 101 (REV. 2/97)		FILING FEE: \$70.00

(OVER)

06/25/2003 21:17 5719913

DAVID AND RAYMOND

PAGE 05/05

12. APPLICATION OF MARK USE.

CHECK ALL THAT APPLY

FOR GOODS MARKS ONLY

- ☐ ON LABELS AND TAGS AFFIXED TO THE GOODS.
- ☒ ON LABELS AND TAGS AFFIXED TO CONTAINERS OF THE GOODS.
- ☐ BY PRINTING IT DIRECTLY ONTO THE GOODS.
- ☐ BY PRINTING IT DIRECTLY ONTO THE CONTAINERS FOR THE GOODS.
- ☐ OTHER _____

FOR SERVICE MARKS ONLY

- ☐ ON BUSINESS SIGNS.
- ☐ ON ADVERTISING BROCHURES.
- ☐ ON ADVERTISING LEAFLETS.
- ☐ ON BUSINESS CARDS.
- ☐ ON LETTERHEADS.
- ☐ ON MENUS.
- ☐ OTHER _____

13. SPECIMENS

CHECK ONE (X) BOX BELOW. ENCLOSE THREE (3) IDENTICAL ORIGINAL SPECIMENS.

FOR GOODS MARKS ONLY

- ☐ ACTUAL LABELS.
- ☐ ACTUAL TAGS.
- ☒ PHOTOGRAPHS OF THE GOODS/CONTAINERS SHOWING THE TRADEMARK.
- ☐ PHOTOGRAPHS OF A TYPICAL CONTAINER BEARING THE TRADEMARK.

FOR SERVICE MARKS ONLY

- ☐ BUSINESS CARDS.
- ☐ ADVERTISING BROCHURES.
- ☐ ADVERTISING LEAFLETS.
- ☐ MENUS SHOWING THE MARK.
- ☐ OTHER _____

☒ EITHER Actual wrapper for wrapping goods.

14. DECLARATION OF OWNERSHIP

APPLICANT HEREBY DECLARES THAT HE/SHE HAS READ THE ABOVE AND FOREGOING APPLICATION AND KNOWS THE CONTENTS THEREOF AND THAT THE FACTS SET OUT HEREIN ARE TRUE AND CORRECT AND THAT THE THREE SPECIMENS OF THE MARK SUBMITTED ARE TRUE AND CORRECT, AND TO HIS/HER BEST KNOWLEDGE AND BELIEF NO OTHER PERSON, FIRM, CORPORATION, UNION OR ASSOCIATION HAS THE RIGHT TO USE SAID MARK IN THIS STATE, EITHER IN IDENTICAL FORM OR IN SUCH NEAR RESEMBLANCE THERETO AS MIGHT BE CALCULATED TO DECEIVE OR CONFUSE.

NAME OF CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY (IF APPLICABLE)
Lee's General Toys, Inc.

109437

SIGNATURE OF APPLICANT



IF PARTNER, MANAGER OR CORPORATE OFFICER, INCLUDE TITLE

President

TYPE OR PRINT NAME OF APPLICANT

John Lee

DATE

6/29/03

TYPE OR PRINT THE NAME AND ADDRESS OF THE PERSON OR FIRM TO RECEIVE THE ACKNOWLEDGEMENT OF THE FILING. SEND THE SIGNED APPLICATION WITH ORIGINAL SIGNATURE(S) TO THE SECRETARY OF STATE, TRADEMARK UNIT, P.O. BOX 944325, SACRAMENTO, CA 95844. \$250 WITH THE \$2.00 FILING FEE.

In The Secretary of State of the State of California

Applicants: Lee's General Toys, Inc.
Mark: ANGEL LITE 500

Date: August 20, 2003

Re-Submission of California State Trademark Application

Trademark Unit, Business Filings Section,
1500 11th Street, 3rd Floor, Sacramento, CA 95814.

Sir:

In response to your letter dated August 11, 2003 regarding to the quality of the specimens previously submitted, the applicant hereby respectfully submits the following:

1. A cheque of US\$70.00 for the application fee.
2. A copy of the letter from the Secretary of State, dated 08/11/2003.
3. Registration form: 2 pages, date signed: 06/29/2003
4. A Power of Attorney, date signed: 06/29/2003.
5. 3 actual wrappers bearing the mark for wrapping the goods.

Please accept these documents and payments and continue the prosecution of the application.
Thank you for your assistance.

Respectfully submitted,

David W. Lee

Law Office of David W. Lee
Reg. Nr.: 37,490
108 N. Ynez Ave., #128,
Monterey Park, CA 91754
Tel.: (626) 571-9812
Fax: (626) 571-9813

Certification of Mailing

I certify that this correspondence will be deposited with the United States Postal Service as first class mail with proper postage affixed in an envelope addressed to: "Trademark Unit, Business Filings Section, 1500 11th Street, 3rd Floor, Sacramento, CA 95814." on the date below.

Date:

08/20/03

Signature:

Person Signing: Andy MNH

109457

05/25/2003 21:17

5719813

DAVID AND RAYMOND

PAGE 05/05

Docket No.: CAT1116A-LGI

**POWER OF ATTORNEY
(TRADEMARK)**

Mark: ANGEL LITE 500

Class: 16

Power of Attorney:

I hereby appoint the following attorney(s) to prosecute this application for registration of Trademark and to transact all business with the Secretary of States connected therewith:

David W. Lee, Reg. No.: 37,490

Please send correspondence to:

DAVID & RAYMOND
106 N. Ynez Ave., Suite 128,
Monterey Park, CA 91754

Please direct telephone calls to:

David W. Lee
(626) 571-9812

Designation of Domestic Representative:

David W. Lee whose postal address is 108 N. Ynez Ave., Suite 128, Monterey Park, CA 91754, is hereby designated as applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

NAME OF APPLICANT: Lee's General Toys, Inc.

ADDRESS: 3389 E 50th Street, Vernon, CA 90058.

SIGNATURE

John Lee, President

PRINTED NAME AND TITLE

DATE

109437



109437

EXHIBIT J



08-07-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #67

DRAWING

APPLICANT :	Lee's General Toys, Inc
P.O. ADDRESS :	3389 E. 50 th Street, Vernon, CA 90058
FIRST USE(any where) :	01/31/2002
FIRST USE IN COMMERCE (if applicable) :	01/31/2002
GOODS/SERVICES :	Tissue paper, toilet paper and bathroom tissue.
PRIORITY FILING DATE (if any) :	

MARK: Angel Lite 500 and design, wherein the mark comprises the words "Angel Lite" and a star design disposed in the middle of an oval and the digits "500" disposed beneath the words "Angel Lite" inside the oval.



SEND CORRESPONDENCE TO :	DAVID W. LEE 108 N. Ynez Ave., Suite 128 Monterey Park, CA 91754
TELEPHONE :	(626) 571-9812

NOTE: THE DRAWING OF THE MARK CANNOT BE LARGER THAN 4 INCHES (10 cm) BY 4 INCHES (10 cm) AND SHOULD BE CENTERED ON THE DRAWING SHEET.

U.S. Patent & TM Ofo/TM

**76539283**

76539283

TRADEMARK APPLICATION SERIAL NO. _____

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

08/26/2003 KSONCHAN 00000178 76539283

01 FC:6001

335.00 OP

Attorney's Docket No.: UST1040A-LGT

U.S. TRADEMARK/SERVICE MARK APPLICATION, PRINCIPAL REGISTER WITH DECLARATION	Mark: ANGEL LITE 500 and design
	Int. Class No(s). (If known): 16
TO THE ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS:	
Applicant's Name: Lee's General Toys, Inc.	
Applicant's Business Address: 3389 E. 50 th Street, Vernon, CA 90058	

1. Applicant's entity is as follows (check one and supply requested information):

- ☐ 1.1 An individual who is a citizen of (country):
- ☐ 1.2 A partnership domiciled in (state and country):
The names and citizenship (country) of the general partners are:
- ☒ 1.3 A corporation of (state of country): **California, USA**
- ☐ 1.4 Other (specify nature of entity and domicile):

2. Goods / Service: Applicant requests registration of the trademark/service mark shown in the attached drawing (hereinafter referred to as the "mark") in the U.S. Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et seq.) for the following (list goods/service): Tissue paper, toilet paper and bathroom tissue.(☐ See the attached schedule of goods and /or services.)**3. Basis for application (check one or more, but not both 3.1 and 3.2, and supply information):**

- ☒ **3.1 Section 1(a) of the Trademark Act, 15 U.S.C. 1051(a):** Applicant has adopted and is using the mark in commerce in the United States on or in connection with the goods/services.
- (a) The mark was first used anywhere on a date at least as early as (date) 01/31/2002
for (list good(s)/service(s) for date of first use): Tissue paper, toilet paper and bathroom tissue.
- (b) The mark was first used in (check one) ☒ **interstate commerce** or ☐ **foreign commerce**
between the U.S. and (country) _____ on a date at least as early as (date) 01/31/2002
for (list good(s)/service(s) for date of first use in commerce): Tissue paper, toilet paper and bathroom tissue.
- (c) There is **one specimen attached** for each class which features the mark as so used in such commerce;
- (d) The mode or manner of use of the mark on or in connection with the goods/services in such commerce is ("advertising" only for classes 35-42): The mark is used on the goods or the containers for the goods or on tags/labels affixed to the goods or the containers for the goods.
- ☐ **3.2 Section 1(b) of the Trademark Act, 15 U.S.C. 1051b:** Applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services. The mode or manner of intended use of the mark on or in connection with goods/services is ("advertising" only for classes 35-42):

**TRADEMARK/SERVICE MARK APPLICATION,
PRINCIPAL REGISTER, WITH DECLARATION**

☐ 3.3 Section 44(d) of the Trademark Act, 15 U.S.C. 1126(d): Applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services, and asserts a claim of priority, based upon the earliest filed foreign application(s):

Country of Application(s)	Date(s) of Filing	Application Number(s)(if known)

☐ 3.4 Section 44(e) of the Trademark Act, 15 U.S.C. 1126 (e): Applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services and submits herewith a certified copy of the following registration(s) in applicant's country of origin:

Country of Application(s)	Registration Number(s)	Dates of Registration

4 Declaration: The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that: I am properly authorized to execute this application on behalf of applicant; if paragraph 3.1 above is completed, then I believe applicant to be the owner of the mark sought to be registered, and the mark is in use in commerce; if any of paragraphs 3.2, 3.3 and 3.4 above are completed, then I believe applicant to be entitled to use the mark in commerce, and applicant has a bona fide intention to use the mark in commerce on or in connection with the specified goods/services; if any of paragraphs 3.3 and 3.4 above are completed, then I believe applicant to be the owner of the mark sought to be registered; no other person, firm, corporation or association, to the best of my knowledge and belief has the right to use such mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; all statements made of my own knowledge are true; and all statements made on information and belief are believed to be true.

5 Power of Attorney: Applicant hereby appoints the following attorney(s) as applicant's attorney(s) with full powers of association, substitution, and revocation, to transact all business in the U.S. Patent and Trademark Office associated with the present application, to prosecute the present application, and to receive the certificate of registration.:

David W. Lee, Reg. No.: 37,490

Please Send Correspondence to:
108 N. Ynez Ave.
Suite 128
Monterey Park, CA 91754

Please Direct Telephone Calls to:
David W. Lee
(626) 571-9812

Signed this 3rd day of July, 2003. Respectfully,

Name and Title: John Lee, President

*If the applicant is an individual, then the individual should sign. If the applicant is a partnership, then a partner should sign. If the applicant is a corporation, then an officer (president, vice president, secretary, treasurer or equivalent) should sign.



Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
www.uspto.gov

Sep 23, 2004

NOTICE OF ABANDONMENT

TM111

DAVID W. LEE
108 N. YNEZ AVE., SUITE 128
MONTEREY PARK, CA 91754

ATTORNEY
REFERENCE
NUMBER:
USTI040A-LGT

SERIAL NUMBER:	76/539283
MARK:	ANGEL LITE 500
APPLICANT:	Lee's General Toys, Inc.

THE ABOVE IDENTIFIED TRADEMARK APPLICATION WAS ABANDONED ON 08/23/2004 FOR THE FOLLOWING REASON:

NO RESPONSE TO THE OFFICE ACTION MAILED ON 02/23/2004 WAS RECEIVED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO) WITHIN THE SIX-MONTH RESPONSE PERIOD. (15 U.S.C. 1062(b); TRADEMARK RULE 2.65(a)).

YOU CAN REQUEST REINSTATEMENT OF THE APPLICATION FOR NO FEE IF:

- * YOU HAVE PROOF THAT YOUR RESPONSE WAS RECEIVED IN THE USPTO ON OR BEFORE THE DUE DATE - SUCH AS A POSTCARD WITH A USPTO MAILROOM DATE STAMP; OR,
- * YOU MAILED OR FAXED THE RESPONSE ON OR BEFORE THE DUE DATE WITH A CERTIFICATE OF MAILING OR FACSIMILE TRANSMISSION, IN ACCORDANCE WITH USPTO RULE 2.197, 37 CFR SEC. 2.197.

YOU MUST SUBMIT A COPY OF THE PREVIOUSLY SUBMITTED TIMELY RESPONSE WITHIN 2 MONTHS OF THE DATE PRINTED AT THE TOP OF THIS NOTICE ALONG WITH ONE OF THE TYPES OF PROOF SET OUT ABOVE. YOU MAY FAX THIS INFORMATION TO (703) 746-3000.

IF YOU DO NOT HAVE THE PROOF NECESSARY FOR REINSTATEMENT, YOU CAN REQUEST REVIVAL OF THE APPLICATION, UNDER USPTO RULE 2.66, 37 CFR SEC. 2.66, BY:

- * FILING A "PETITION TO REVIVE" **WITHIN 2 MONTHS** OF THE DATE PRINTED AT THE TOP OF THIS NOTICE, INDICATING THAT THE REASON FOR THE DELAY IN RESPONDING BY THE DUE DATE WAS "UNINTENTIONAL";
- * PAYING THE PETITION FEE OF \$100, MADE PAYABLE TO THE COMMISSIONER OF TRADEMARKS; AND
- * INCLUDING A COPY OF THE RESPONSE TO THE OFFICE ACTION (IF YOU DID RECEIVE THE OFFICE ACTION - OTHERWISE, INCLUDE A STATEMENT THAT YOU DID NOT RECEIVE THE OFFICE ACTION.)

FOR FURTHER INFORMATION CALL (703) 308-9000

EXHIBIT K

FILED CASE 3:07-cv-02391-JAH-POR
 1/16/08 11:45 AM 1/16/08 11:45 AM

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77109596

Filing Date: 02/16/2007

*NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	ANGELITO
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	ANGELITO
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Lee's General Toys, Inc.
*STREET	3389 E. 59th Street
*CITY	Vernon
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	90058
PHONE	323-826-9898
FAX	323-826-9733
EMAIL ADDRESS	tmregistered@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	California

GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	016
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
*DESCRIPTION	Bathroom tissue
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095\77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Disposable napkins
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095\77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Hand towels of paper
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095\77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Napkin paper
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095\77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Paper hand-towels
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004

*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095 \77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Paper handtowels
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095 \77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Paper napkins
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095 \77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Table napkins of paper
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095 \77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
*DESCRIPTION	Toilet tissue
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 00/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 00/00/2004
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT12\771\095 \77109596\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	a photograph featuring the mark being used on the packaging for the goods
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	

*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
CORRESPONDENCE INFORMATION	
*NAME	Lee's General Toys, Inc.
FIRM NAME	Lee's General Toys, Inc.
*STREET	3389 E. 59th Street
*CITY	Vernon
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	90058
PHONE	323-826-9898
FAX	323-826-9733
*EMAIL ADDRESS	tmregistered@gmail.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
*SIGNATORY FILE	\\TICRS2\EXPORT12\771\095\77109596\xml1\FTK0004.JPG
*SIGNATORY'S NAME	John Lee
SIGNATORY'S POSITION	Owner
FILING INFORMATION SECTION	
SUBMIT DATE	Fri Feb 16 15:40:54 EST 2007
TEAS STAMP	USPTO/FTK-71.104.3.232-20 070216154054198063-771095 96-360f168f9e18b339a614a1 5cb7e8813ba8b-CC-206-2007 0216153114039033

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77109596

Filing Date: 02/16/2007

To the Commissioner for Trademarks:

MARK: ANGELITO (Standard Characters, see mark)

The literal element of the mark consists of ANGELITO. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Lee's General Toys, Inc., a corporation of California, having an address of 3389 E. 59th Street, Vernon, California, United States, 90058, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 016: Bathroom tissue; Disposable napkins; Hand towels of paper; Napkin paper; Paper hand-towels; Paper handtowels; Paper napkins; Table napkins of paper; Toilet tissue

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U.S.C. Section 1126(e), as amended.

Correspondence Information: Lee's General Toys, Inc.
3389 E. 59th Street
Vernon, California 90058
323-826-9898(phone)
323-826-9733(fax)
tmregistered@gmail.com (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signatory's Signature: signatory file

Signatory's Name: John Lee

Signatory's Position: Owner

RAM Sale Number: 206

RAM Accounting Date: 02/20/2007

Serial Number: 77109596

Internet Transmission Date: Fri Feb 16 15:40:54 EST 2007

TEAS Stamp: USPTO/FTK-71.104.3.232-20070216154054198

063-77109596-360f168f9e18b339a614a15cb7e

8813ba8b-CC-206-20070216153114039033

ANGELITO



Type of Submission: New Federal Trademark Application

Applicant: Lee's General Toys, Inc.
Mark: ANGELITO

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signed this Feb day of 07, 2007 Respectfully,

Name and Title: John Lee, President

*If the applicant is an individual, then the individual should sign. If the applicant is a partnership, then a partner should sign. If the applicant is a corporation, then an officer (president, vice president, secretary, treasurer or equivalent) should sign.